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08-03

NOT CIRCULATE

AGREEMENT

Between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

And The

DEPTFORD TOWNSHIP BUS DRIVERS ASSOCIATION

70-71

5/19/70

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ARTICLE I
RECOGNITION

- 1 A. The Deptford Township Board of Education, Deptford
2 Township, Gloucester County hereafter known as the Board hereby
3 recognizes the Deptford Township Bus Drivers Association here-
4 after known as the Association as the exclusive representative
5 for collective negotiation concerning the terms and conditions
6 of employment for personnel under contract and employed by the
7 Board of Education and so assigned as bus drivers exclusive
8 of bus maintenance and bus transportation personnel.
- 9 B. The Association hereby recognizes the Board as the
10 legal authority elected as representatives of the people and
11 further recognizes the responsibilities of the Board and the
12 Superintendent for the conduct and operation of the school
13 district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

- 1 A. The parties agree to enter into collective negotiations
2 over a successor Agreement, and they agree that this Agreement
3 shall remain in force until such time as a new Agreement is
4 reached in accordance with Chapter 303 Public Laws of 1968.
5 Such negotiations shall begin not later than the third Thursday
6 of October of the calendar year preceding the calendar year in
7 which this Agreement expires.
- 8 B. The Board agrees to furnish the Association upon
9 reasonable request, such information as will assist the
10 Association in developing intelligent, feasible and constructive
11 proposals in behalf of the employees, students, and the school
12 system. This information may include a complete and accurate
13 financial report and tentative budget for the next school year.
- 14 C. The Association agrees to furnish the Board and
15 Superintendent upon reasonable request, research information and
16 data, gathered by the Association, that will assist the Board
17 and the Superintendent in the development of sound educational
18 programs.
- 19 D. During the term of this Agreement neither party shall
20 be required to negotiate with respect to any matter whether or
21 not covered by this Agreement and whether or not within the
22 knowledge contemplation of either or both of the parties at the
23 at the time they negotiated or executed this Agreement.
- 24 E. This Agreement shall not be modified in whole or in
25 part by the parties. Board policy shall prevail on all matters
26 not covered by the Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

1 A. A grievance based on an alleged violation of this Agreement,
2 or a dispute involving the meaning, interpretation or application
3 shall be processed within the specified time limits. The time limits
4 specified may be extended by mutual agreement.

5 B. The Process

6 Level one: An employee shall first discuss this grievance
7 with his immediate supervisor and/or principal directly, with the
8 objective of resolving the matter informally.

9 Level two: If the aggrieved person is not satisfied with
10 the disposition of his grievance at level one or if no decision has
11 been rendered within five (5) school days after presentation of the
12 grievance, he may file the grievance in writing with his immediate
13 supervisor and/or principal and the Superintendent of Schools.

14 Level three: Within ten (10) days of receipt of such
15 written grievance, the Superintendent or his designee shall meet
16 with the aggrieved employee in an effort to settle the grievance.

17 Level four: In the event that the grievance shall not
18 have been disposed of at level three or in the event that the
19 grievance shall not have been disposed of within ten (10) school
20 days after the level three meeting, the grievance shall be referred
21 in writing to the Board of Education. Within fifteen (15) school
22 days the Board shall meet with the Association negotiation committee
23 in an effort to settle the grievance.

24 Level five: In the event that the grievance shall not
25 have been satisfactorily disposed of at level four or in the event
26 that no decision has been rendered within twenty (20) school days
27 after the level four meeting, the aggrieved may within ten (10)
28 school days refer the unsettled grievance to an advisory board.

29 C. Advisory Board

30 The advisory board shall be appointed within thirty (30)
31 days following the request of either party to the other. It shall
32 consist of one member named by the Board and one member named by
33 the Association. A third member, who shall be chairman, shall be
34 named by the first two named advisors.

ARTICLE III - continued

1 The advisory board shall have authority to confer separately or
2 jointly with the Board, the Superintendent, and the Association, or
3 to use any other source of information.

4 The advisory board shall make recommendations for resolution
5 within thirty (30) days. The recommendation shall be submitted to
6 both parties, the Board and the Association.

7 The advisory board recommendation after twenty (20) days
8 may be made public by either party, the Board or the Association.

9 D. Costs

10 The cost and expenses incurred in securing and utilizing
11 the services of a consultant are the responsibility of the party
12 engaging this service. In the event an advisory board is used,
13 the Board will bear the expense of its appointee and both parties
14 will share equally the cost of the third member.

15 E. Representation

16 1. The aggrieved may be represented at all stages of the
17 grievance procedure by himself or at his option by a representative.
18 When the aggrieved is not represented by the Association, the
19 Association shall have the right to be present as observer.

20 2. The Superintendent may assign for his services a
21 consultant and counsel to be present at all stages of the
22 proceedings.

23 F. Record Keeping

24 1. Documents, communications and records dealing with
25 the processing of a grievance shall be filed in a separate
26 grievance file and shall not be kept in the personnel file of any
27 of the participants.

28 G. All meetings and hearings under this procedure shall not
29 be conducted in public and shall include only such parties in
30 interest and their representatives and counsel.

ARTICLE IV

RIGHTS

- 1 A. Nothing contained herein shall be construed to deny or
2 restrict to any employee such rights as he may have under New Jersey
3 School Law.
- 4 B. No employee shall be disciplined without just cause.
- 5 C. Nothing contained herein shall be construed to deny the
6 Board or Superintendent their rights at any time to call a meeting
7 of the supporting staff to present its position in any matter that
8 in its judgment may affect the educational program.
- 9 D. The Board reserves to itself sole jurisdiction and authority
10 over matters of policy and retains the right, subject only to the
11 limitations imposed by the language of this Agreement, in accordance
12 with applicable laws and regulations (a) to direct employees of
13 the school district, (b) to hire, promote, transfer, assign, and
14 retain employees in positions in the school district, and for just
15 cause, to suspend, to demote, discharge, or take other disciplinary
16 action against employees, (c) to relieve employees from duty because
17 of lack of work or for other legitimate reasons, (d) to maintain the
18 efficiency of the school district operations entrusted to them,
19 (e) to determine the methods, means and personnel by which such
20 operations are to be conducted and (f) to take whatever actions may
21 be necessary to carry out the mission of the school district in
22 situations of emergency.
- 23 E. No employee shall receive an actual cash payment for a
24 health care program other than those who received payments in the
25 previous year.

ARTICLE V

PRIVILEGES

1. A. The Association or its named representative shall be
2 privileged to transact official association business on property
3 at reasonable times, provided that this shall not interfere with
4 or interrupt any individual assignment or the normal operation of
5 the school.
- 6 B. The Association or its named representatives shall be
7 privileged to process school-building-use applications for unit
8 activities.

ARTICLE VI

WORK CALENDAR - LENGTH OF DAY - WEEK - YEAR

- 1 A. The work calendar shall be as set forth by the Board of
- 2 Education.
- 3 B. The work day shall be the prescribed hours.
- 4 C. Excess of 40 hours per week exclusive of lunchtime
- 5 shall be compensatory.
- 6 D. Work Week - The work week shall consist of five (5)
- 7 working days, Monday through Friday inclusive, when so assigned.
- 8 E. Work Year - The work year shall coincide with the
- 9 student calendar.

ARTICLE VII

EMPLOYMENT

- 1 A. The best qualified shall be given full consideration.
- 2 Job openings and classification shall be made known to all employees.
- 3 The Board shall act upon the recommendation of the Superintendent.

SALARY GUIDE

- 5 First and second year of contract - \$2.75 per hour assigned per
- 6 employment with Board of Education day. Guarantee 190 days
- 7 or 0 to 1 year experience bus driving
- 8 Third and Fourth year of contract - \$2.90 per hour assigned per
- 9 employment with Board of Education, day. Guarantee 190 days
- 10 or 2 to 3 years experience bus driving
- 11 Fifth year or longer contract employment - \$3.05 per hour assigned per
- 12 with Board of Education, or 4 years or day. Guarantee 190 days
- 13 longer experience bus driving
- 14 Substitute drivers \$2.55 per hour assigned
- 15 Each driver of Special Education \$50. per year extra
- 16 A bus driver who is called in for duty will receive a minimum of
- 17 two (2) hours pay.

ARTICLE VIII

ASSIGNMENTS TRANSFERS AND REASSIGNMENTS

- 1 A. Transfer of personnel shall take place at the request
2 of employee or by the chief administrator when it is in the best
3 interest of the children and the school system.
- 4 B. Employee Initiated Transfer - The employee shall submit
5 his request for transfer to the Superintendent of Schools in writing
6 by February 28th. This request shall include the placement desired
7 and the reasons for the request.
- 8 The Superintendent of Schools shall notify the principals
9 and supervisors concerned with the transfer and they in turn shall
10 interview the employee initiating the request.
- 11 After consulting with the principals and supervisors con-
12 cerned, the Superintendent shall notify the employee concerning the
13 decision made.
- 14 C. Administration Initiated Transfers - After consultation
15 with the principals and supervisors concerned, the Superintendent
16 shall notify the employee whose transfer is pending. The employee
17 shall be provided the opportunity of discussing the pending transfer
18 and any objections shall be duly considered.
- 19 After the completion of the consultation, the Superintendent
20 shall notify the employee as to the decision of the transfer.

ARTICLE IX
EMPLOYEE EVALUATION

- 1 A. Principals and supervisors shall keep employees informed as
2 to whether or not the kind of service they are rendering is satisfactory
3 in terms of the standards of the school district. Written evaluation
4 reports are to be sent to the employees by the principals and
5 supervisors with copies forwarded to the Superintendent.
- 6 B. Evaluation reports should include strengths, weaknesses,
7 and specific suggestions for improvement.
- 8 C. Written evaluations shall be given to the employee for
9 his/her signature and comments prior to submission of the reports to
10 the Superintendent.

ARTICLE X
SICK LEAVE

- 1 A. Definition of Sick Leave - Sick leave is hereby defined
2 to mean the absence from duty of any person because of physical
3 disability, illness or injury, or quarantine or exclusion from
4 work by medical authorities.
- 5 B. Sick Leave Allowable - All persons who are steadily employed
6 full time by the Board of Education shall be allowed sick leave with
7 full pay as follows:
- 8 10 month term - 10 days
9 11 month term - 11 days
10 12 month term - 12 days
- 11 C. Accumulated Sick Leave - Ten days of allowable sick leave
12 not utilized in any year shall be cumulative to be used for additional
13 sick leave in subsequent years.
- 14 C. Physician's Certificate Required for Sick Leave - A
15 physician's certificate may be requested by the Superintendent when
16 sick leave is claimed after five consecutive working days absence.
- 17 E. Workmen's Compensation - Workmen's compensation awards
18 shall be deducted from the regular salary of the employee for the
19 days absence covered by the Workmen's Compensation Act. The time
20 lost from employment under the Workmen's Compensation Act shall
21 not be deducted from the days permitted for regular sick leave
22 allowances.

ARTICLE XI
PERSONAL LEAVE

1 A. The Board of Education upon recommendation of the
2 Superintendent of Schools shall grant a total of seven days leave
3 per school year (not to be accumulated) to any regularly employed
4 person for the following emergencies or conditions.

5 1. Death in immediate family (immediate family - mother,
6 father, mother-in-law, father-in-law, children, husband, wife,
7 brother, sister, or any relative who has lived within the same
8 household for a period of over two years. Other emergency situa-
9 tions may be judged on their own merits by a committee set up
10 annually by the Superintendent of Schools)

11 2. Emergency in the immediate family.

12 3. Religious holidays - written request must be sub-
13 mitted ten days in advance of days requested.

14 4. Marriage - such request shall be submitted in writing
15 one month in advance of days requested.

16 5. Up to total of three (3) days at the end of school
17 year to attend summer institute classes or to travel to the place
18 where such classes are to be held.

19 6. Personal Business - One day per year. Such request
20 shall be submitted in writing, forty-eight hours in advance of
21 the day requested.

22 7. Visitation Leave - One day per year may be granted by
23 the Superintendent of Schools to any personnel, for school visita-
24 tion and observation in other school systems. In each case a
25 written report shall be submitted to the principal who will forward
26 it to the Superintendent. Arrangements for such visitation shall
27 be made by the building principal, with the approval of the
28 Superintendent.

ARTICLE XII
MATERNITY LEAVE

- 1 A. Maternity leave without pay shall be granted to all
2 employees under tenure for six months or as much longer as the
3 Board of Education shall determine. Request for maternity
4 leave, without pay, shall be made by an employee between the
5 third and fifth months of pregnancy, and leave shall be granted
6 no later than the beginning of the sixth month. An employee may
7 file a request to return to work six weeks after the birth of a
8 child upon the presentation of a medical certificate stating
9 she is capable of performing her duties. If an employee decides
10 not to return, she should notify the Superintendent by giving
11 notice or resignation at least ninety days before the leave
12 expires. An employee shall be credited for salary increment
13 purposes as follows:
14 3 - 6 months of employment, 1/2 year credit
15 7 - 10 months of employment, 1 year credit
16 B. The employee shall be reassigned to the position held
17 the time the leave was granted, if possible.

ARTICLE XIII

WORK RELATED EDUCATIONAL PROGRAMS

- 1 A. The Board agrees to pay one hundred dollars (\$100)
- 2 maximum per year toward tuition and other expenses incurred in
- 3 connection with course work taken in a recognized program with
- 4 prior approval by the Superintendent of Schools.
- 5 B. Verification of expenses and tuition shall be submitted
- 6 with the voucher for payment.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- 1 A. The Board will be informed only through the Superintendent
2 in any matter requiring its decision. Any employee or employee
3 group should communicate through the proper channels of authority.
4 When the matter requires Board action it shall be directed through
5 proper channels to the Board of Education.
- 6 B. It is agreed by both parties that the negotiations will
7 be conducted without use of pressure tactics. The parties
8 also agree, during the period of negotiations that the only
9 publicity accorded the negotiations by the parties will consist
10 of a joint press release or, in the event the parties are unable
11 to agree upon wording, a joint press release stating that "no
12 progress has been made."
- 13 C. It is understood by all parties that under the ruling
14 of the Courts of New Jersey and the State Commissioner of Educa-
15 tion, the Board of Education is forbidden to waive any rights or
16 powers granted it by law.
- 17 D. The parties agree to follow the procedures outlined in
18 the Agreement, and to use no other channels to resolve any
19 question or proposal until the procedures within this Agreement
20 are fully exhausted.
- 21 E. Terms of contracts of non-tenure personnel are negot-
22 able only between the individual and the Board.
- 23 F. There shall be no discrimination in practices and pro-
24 cedures of the school system policies in hiring, training,
25 assignments, promotions, transfer or discipline of employees on
26 the basis of race, creed, color, religion, national origin, sex,
27 domicile, marital status, or association activities.
- 28 G. Whenever any notice is required to be given by either
29 party of this Agreement to the other, pursuant to the provisions
30 of this Agreement, either party shall do so in writing with
31 signed receipt of delivery, at the following addresses:
- 32 1. If by the Association to the Board -
33 1555 Good Intent Road
34 Deptford, New Jersey
- 35 2. If by the Board to the Association - The school
36 building where the President of the Association is assigned.

AGREEMENT